

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost Contract		Page 1 Of 12	
2. Amendment/Modification No. 08		3. Effective Date 2007APR24		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHLC KEITH AHLSTROM (586) 574-8107 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: AHLSTROK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS 38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-06-G-0006/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2006JUL28	
Code 7W356		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/>		A. This Change Order is Issued Pursuant To: Mutual Agreement The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586) 574-6973			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007APR24	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this bilateral Modification 08 is the following:

1. Incorporate requirements for Authorized Stockage List (ASL)quantities into the Last Chance Buy (LCB) list, Attachment 005.
2. FSS Requisition
 - a. Revise point of contact in Section C.22.1, FSS PARTS ORDERING PROCESS - CONTRACTOR, from Art Drake to Sue Raymond.
3. Authorize the contractor to acquire redesigned J-Plate Stiffener and DAGR as contractor furnished material as follows:
 - a. Revise Exhibit B, SEP with CEEP LRU Configuration, to incorporate ECP GLDU9481, entitled J-Plate Stiffener into the vehicle configuration.
 - b. Revise Exhibit B, SEP with CEEP LRU Configuration, to incorporate ECP GLDU9471, entitled DAGR Integration into the vehicle configuration.
 - c. These changes result in no increase to the following:
 1. the ceiling price for CLINs 0001 or 0002
 2. the limitation of Government liability amount for CLINS 0001 or 0002
 3. the termination liability for LLM CLINS 0003 or 0004
 4. the net contract funded amount and contract value.
4. As a result of the above changes the contract funded amount is not increased or decreased:

Current Funded Amount:	\$351,060,408.00
Amount Added by this Mod 08:	\$ 0.00
New Funded Amount:	\$351,060,408.00
5. As a result of this Modification 08 the following pages are added or replaced with identically numbered pages:
 - a. The following pages are added:
 - b. The following pages are replaced: Attachment 005, page 1; Exhibit B, page 1; Section C, page C8.
6. All other terms and conditions of the Contract are unchanged and in full force and effect.

*** END OF NARRATIVE A 0010 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

All of the Terms and Conditions and contract clauses specific to Section C of the Basic Ordering Agreement (W56HZV-06-G-0006) in place at time of this award are incorporated by reference.

C.1 General

C.1.1. The M1A2 SEP RESET Program is designed to RESET 312 each M1A2 SEPv1 Tanks, Abrams 19th thru 25th Year, to attain the upgraded operational characteristics of a M1A2 SEPv2 Abrams Upgrade Tank with Continuous Electronic Enhancement Program (CEEP), Block I 2nd Generation FLIR Line Replaceable Units (LRU), and the Tank Urban Survival Kit (TUSK) components consisting of the Tank Infantry Phone (TIP), and the Power Distribution Box for SEP. To achieve that end, selected ECPs will be incorporated into M1A2 SEPv1 tanks inducted into the program. As a secondary objective, inducted tanks will be restored as nearly as possible to original or new condition in appearance, performance and life expectancy, accomplished through disassembly, inspection of all components and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications as further defined in this scope of work. To RESET the tank to "like new" condition will increase readiness and reduce long term Operations & Support (O&S) cost.

C.1.2. The program will utilize the expertise of both the Army depot system and the Contractor. The Contractor, as an independent contractor and not as an agent of the Government, will overhaul suspension components, assemble chassis and turret, perform vehicle and system testing, refurbish and upgrade certain common components, integrate SEP unique Line Replaceable Units (LRU), and paint, prep at Joint Systems Manufacturing Center (JSMC) and load vehicles on Government furnished rail cars. The contractor, teaming with ANAD, shall RESET 19th and above year (Base Year) M1A2 SEPv1 to meet essential operational characteristics of M1A2 SEPv2 (VERSION 2 with CEEP LRUs) tanks.

C.1.3 The contractor shall also provide Total-Package-Fielding (TPF) Material delivered to the MFT Warehouse located at Ft. Hood, Texas.

C.2. CONFORMANCE WITH SPECIFICATIONS

C.2.1. Under this contract, the contractor shall assure that the M1A2 SEPv2 vehicles meet the system specification (C.2.2) to the extent demonstrated in VVT under Delivery Order 0010 of BOA DAAE07-01-G-N001 (see C.2.2), prime item fabrication specification (C.2.4), CEEP LRU product fabrication specifications (C.2.5), and Interface Requirements (C.2.7) as described below. The contractor shall RESET the M1A2 SEPv1s provided by the Government to the M1A2 SEPv2 with the CEEP LRU/Block I 2nd Gen FLIR TDP baseline defined at Section C.3.1.

C.2.1.2 This program will produce a vehicle as nearly as possible to original or new condition in appearance, performance, and life expectancy through complete disassembly, inspection of all components, and repair/replacement of worn or unserviceable items using manufacturing tolerance and specifications. The contractor shall accomplish the RESET required by C.2. by utilizing a combination of new components, refurbished components, and GFM.

C.2.1.3 The contractor responsibility for compliance of the M1A2 SEPv2 (w/CEEP) system with the contract specifications does not include the following:

- (a) Government Furnished Material (GFM, those items on Attachment 001)
- (b) Components provided by Anniston Army Depot (ANAD)(except for any contractor-furnished material contained within those components);
- (c) use-as-is items, which are referred to as reclaimed-in-assembly items in the GDLS/ANAD work share agreements;
- (d) Non-conformances with the system specification due to hardware that has not completed qualification testing.

If the Government determines that the failure to meet any of the specifications was a result of any of C.2.1.3 (a) through (d) above, the Government shall be responsible for the corrective action. Any Government determination of responsibility for corrective action is subject to the Disputes clause of this contract.

C.2.1.4 Both parties recognize that there are ongoing and future activities on tanks with configurations in common with those in this contract. In the event of a common noncompliance, the responsibility for the nonrecurring costs to correct (e.g., problem investigation and development and validation of the corrective actions) will be covered under the terms and conditions of the contract under which the nonrecurring cost activity was conducted. The responsibility for the costs of the recurring corrections (e.g., production hardware repair, retrofit, and replacement) will be covered by the terms and conditions of each individual contract whose tanks contain the noncompliance.

C.2.2 System Specification Compliance and Performance Responsibility

C.2.2.1 Tanks delivered under this contract shall meet the requirements of the M1A2 SEP System Specification SA-SA0001D, dated June 16,

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2004 to the extent demonstrated and documented in the Government test report resulting from the Vehicle Verification Test (VVT) being conducted under Delivery Order 0010 (BOA DAAE07-01-G-N001) with the exceptions of C.2.1.2. (a) through (d) above. If the vehicle meets a particular specification requirement during VVT, the vehicles delivered under this Delivery Order 0002 to BOA W56HZV-06-G-0006 are required to continue to meet it. If the vehicle fails to meet a particular specification requirement during VVT, the vehicles delivered under this Delivery Order 0002 shall at a minimum provide the same performance as demonstrated in VVT. The contractor is NOT required to incorporate VVT test corrections into vehicles under this Delivery Order 0002 unless directed to do so by the Contracting Officer pursuant to the Changes clause. Furthermore, the vehicles delivered under this contract are not required to meet any system specification requirement not tested during the VVT. The contractor is not responsible to meet or maintain the level of reliability and durability compliance demonstrated in the above VVT if this failure is caused by the refurbishment of the LRU's below which were new components (not refurbished), in the VVT test vehicles:

1. Gunner's Primary Sight
2. Air Handling Unit**
3. Pivot Rack
4. Inlet Manifold
5. Commander's Handle
6. ICWS Periscopes
7. VCSU**
8. MMU**

**240 vehicles only

C.2.2.2 All approved ECPs will be incorporated into the contract via contract modification and shall address any additional requirements to become qualified. Upon qualification regarding any given project, the contractor assumes full responsibility for its functionality.

C.2.2.2.1 LRU Redesign for Obsolescence for this and future contracts will be conducted under STS Contract DAAE07-01-C-N075 (or its successor).

C.2.4 Prime Item Fabrication Specification

The M1A2 SEP tanks shall comply with the Prime Item Product Fabrication Specification for the Tank, Combat, Full-Track, 120MM Gun, SC-SA10010, Rev G, dated 20 December 2004 (to be updated with tank software drop 4.2), and Contracting Officer approved changes, waivers, and deviations.

C.2.5 CEEP LRU Product Fabrication Specification

C.2.5.1. CEEP LRUs supplied by the contractor, shall comply with the CEEP LRU Product Fabrication Specifications listed in Attachment 003 as demonstrated by Government and Contractor testing completed as of the date of execution of this contract, or as may be amended by completion of additional testing and documentation by future test report(s) and endorsed by a Contracting Officer approved Change to this contract.

C.2.6 FORMER GFM CONVERTED TO CFM

The contractor shall provide as CFM the item(s) listed below:

<u>Nomenclature</u>	<u>Part Number</u>
Mounting Bracket	12994292

C.2.7 Interface Requirements. The vehicles delivered under this contract are required to meet the following interface-control requirements to the extent demonstrated and documented in the Government test report resulting from the VVT under Delivery Order 0010.

C.2.7.1 The M1A2 SEPv1s RESET to the M1A2 SEPv2 with the CEEP LRU configuration shall comply with the Government Furnished Selective Availability Anti-Spoofing Module (SAASM) to the extent demonstrated regarding the required Form, Fit and interface requirements. The USG intends to incorporate the DAGR into the vehicle configuration after award.

C.2.7.2 The M1A2 SEPv1s RESET to the M1A2 SEPv2 with the CEEP LRU configuration shall comply with the Interface Control Document for the FBCB2 (V 6.4.4.2) Platform ICD #JVIF01011, dated 30 August 2004 to the extent demonstrated and documented in Government and Contractor testing. The latest software upgrades must be used so the AEGR cards may be reused in the returning tanks.

C.2.7.3 The M1A2 SEP v1s RESET to the M1A2 SEPv2 with the CEEP LRU configuration shall comply with the Form and Fit requirements necessary to enable Abrams System functionality with the Single Channel Ground Airborne Radio System (SINCGARS) RT-1523E(C), and the Enhanced Position Location Reporting System/Very High Speed Integrated Circuit (EPLARS/VHSIC) to the extent demonstrated and documented in Government and Contractor testing.

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C.2.7.4 The M1A2 SEPv1s RESET to the M1A2 SEPv2 with the CEEP LRU configuration shall comply with the following Interface Control Documents (ICD) for the Block I Improvement to the 2nd Generation FLIR :

- a. CITV ICD, #12991282, Dated 5 Dec 2005
- b. TIS ICD, #12987745, Dated 3 Feb 2005
- c. B-Kit ICD, #A3298946 (C), Dated 7 Jun 2005

C.2.8 Software Corrections.

- a. The Government will fund under STS Contract 01-C-N075 or successor the non-recurring design and test of Software.

C.3 Engineering Release Record

C.3.1. The inducted vehicles are the M1A2 SEPv1 Abrams 19th-25th year vehicles. The M1A2 SEPv2 technical baseline is that described in Exhibit B (GDLU9380, dated: 17 Jan 2006), and modified by the Engineering Change Proposals and Contractor approved Change Requests. The technical baseline also includes the changes necessary to install the Government-provided Block I 2nd Generation FLIR, TUSK, (and the DAGR when incorporated into the contract by change order signed by the PCO). Due to the nature of this program, a remanufacture program which reclaims to the maximum extent possible parts from the inducted M1A2 SEPv1 tanks, both parties recognize that not all delivered vehicles will be identical to the technical baseline above. Such deviations from the technical baseline are authorized to the extent that they result solely from the parts reclaimed as required by the work share agreement in C.13.1.1.

C.3.2 The SEP software technical baseline is ISEP Version 4.0.1. The safety release of ISEP Version 4.2 will be completed under the STS contract and incorporated into the contract as an ECP.

C.4 Technical Inspections

C.4.1 RESERVED

C.4.2 Limited Technical Inspection. A limited technical assessment on selected M1A2 SEPv1 tanks will be conducted by a joint team of ANAD and Contractor personnel. The assessment will provide current configuration and condition of each vehicle. The Government shall be responsible for any missing LRU/SRU on tanks inducted at ANAD to be supplied to the Contractor at JSMC as reclaim material. The Government will make 72 vehicles available, divided into 2 increments, to a joint contractor/ANAD inspection team at ANAD to the start of inductions in 2006. The contractor shall provide one induction/inspection specialists for each of the 2 increments to assist ANAD personnel. The period of performance shall consist of 2 trips to ANAD to inspect 72 vehicles during calendar year 2007. The Government will provide a copy of the checklist to be used for the inspection 30 days prior to the first trip.

C.5. CONFIGURATION CONTROL

C.5.1. The Government shall be notified electronically of all proposed Contractor changes, which includes waivers and deviations. Any changes reducing demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 003 or impacting system supportability, field test equipment or logistics support products may be disapproved by the Procuring Contracting Officer within 10 working days after electronic notification of the proposed Change. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE in accordance with data item A002 DD Form 1423.

C.5.2. Contractor RFD/RFWs to Government configuration controlled items listed in Clause C.2.2 of BOA W56HZV-06-G-0006 require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW's shall be submitted to the PCO in accordance with CDRL A002 of this Delivery Order. The Contractor is to FLAG these ECP/CR/RFW/RFD's requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE.

C.5.3 Any changes developed under this contract by the contractor as corrections (C.2.8) or in accordance with delegated responsibility for configuration management in paragraph C.5.1 that are identified as contractor Change Requests shall be completed under this contract. This includes the preparation of all technical source data for contractor corrections and contractor changes (Change Requests) which will be provided to the STS Contract for completion of all configuration management and logistics effort.

C.5.4 Incorporation of Government ECPs into vehicles at other than job #1 shall be recorded and reported to the Government in accordance with data item A003 DD Form 1423, Exhibit A of the Contract entitled ENGINEERING ACCOUNTING and ENGINEERING RECORDS (ECAR).

C.5.5 When a waiver or deviation is issued and authorized for a new part number being utilized in the reclamation process, the new part number-authorizing document is valid coverage for usage in the reclaimed component. No other document need be generated.

C.5.6 When a M1A2 SEP production waiver or deviation is authorized for a production LRU base part, for purposes of this contract, the corresponding reclaimed manufacturing designated part number be authorized. No other document need be generated.

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C.6. VEHICLE PAINT COLOR

C.6.1. The vehicle shall be painted TAN 686A Color Chip No. 33446 of Fed-STD-595.

C.7. FUEL AND LUBRICANTS

C.7.1. Fuels and lubricants used for vehicle break-in and acceptance tests shall be as set forth below.

C.7.2. Fuel, JP-8, MIL-DTL-83133, NATO Code No. /Grade F-34 (JP-8) or equivalent. The contractor is authorized to add a leak detector to the fuel provided the leak detector is of a non-staining type.

C.7.3. Oil.

- a. Transmission/Final Drive Oil MIL-PRF-21260
- b. Engine Oil/Lubrication High Temperature Stability (HTS) MIL-PRF- 23699 Class HTS
- c. Shock Absorber Oil MIL-PRF-23699 Class HTS or C/I

C.8 Rebuild Components (see also C.13.2.3 and H.11)

C.8.1 During the rebuild process, the M1A2 SEPv1 shall be separated into major components. Each component is identified by the workshare agreement. ANAD shall rebuild and provide to GDLS those components in its workshare; GDLS shall rebuild those in its workshare. The GDLS/ANAD workshare agreements, in accordance with SEP Partnership Workshare, Rev H, dated 13 November, 2006 (continuously updated), is incorporated into this contract by reference. However, the AHU, VCSU and RMC shall be new for the 72 vehicles and refurbished for the 240 vehicles.

C.8.2 ANAD Rebuild Components. ANAD shall tear down all tanks required to be rebuilt under this contract and shall be responsible for rebuilding and providing to GDLS all of ANADs workshare components that can be reclaimed.

C.8.3. Shortages of ANAD Rebuild Components.

C.8.3.1 GDLS, ANAD, TACOM, and PM Combat Systems will work together to identify and resolve as early as possible any potential shortages. The Government shall provide GDLS access to the Abrams Parts Tracking System (APTS) and shall provide to GDLS the monthly APTS report.

C.8.3.2 If GDLS does not have a rebuilt component or received notification from ANAD referencing the status of an ANAD rebuild component within 22 days, before GDLS required ship date (from the GDAO warehouse), GDLS shall notify PM Abrams (APM, System Integrator, production manager, and procurement analyst) and the contracting officer in writing. The Government shall then take the following steps in the order written to get the required part to GDLS by the point of application date:

- a. Review the status of and accelerate work in process at ANAD;
- b. Scavenge, refurbish, and provide to GDLS an additional Code-A component;
- c. After consultation with GDLS, have GDLS transfer a component from the contracts supplemental Lima material or production-float supplemental Lima material (prior Government approval is not required for this step to maintain the production schedule);
- d. If funding is available, requisition the part from the supply system; or
- e. If funding is available, authorize GDLS to buy the part under the ANAD Manufacturing Support CLIN (This will require written ACO authorization; the Government will have title to any parts acquired in this manner).

C.8.4 GDLS Rebuild Components. The contract price includes all material necessary for GDLS to rebuild its required components.

C.9 VEHICLE WEIGHT MANAGEMENT

C.9.1. The Contractor shall weigh one vehicle as produced in its "as produced" configuration, excluding Basic Issue Items (BII). The Contractor shall maintain a record of that weight. The record shall include the amount of fuel in each cell as indicated on the fuel gauge and list "ship short" items.

C.9.2. Notification of weighing shall be provided to the Government in sufficient time to allow a JSMC Quality Assurance Government representative to be present.

C.10 PULL TEST, RUBBER BONDING

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C.10.1. Certain installation drawings call out a pull test on rubber bonded items during assembly operations. These tests will not be made due to the destructive nature of the test. In lieu thereof, a laboratory test coupon/specimen will be utilized for each lot of adhesive received to test the application of the adhesive.

C.11 PASSIVATION SPECIFICATION

C.11.1. The substitution of Passivation Specification ASTM-A380 or ASTM-A967 for AMS-QQ-P-35, for passivation of corrosion resistant steel, is authorized on an as required basis.

C.12. WELDING AND BRAZING

C.12.1. Welding of armor steel shall be performed in accordance with Specification SD-X12140 or MIL-STD-1941 and applicable weld procedures. Suggested welding techniques not described as mandatory in the specification/welding procedures shall be considered optional.

C.12.2. Repair of welds for defects on armor steel plate shall be performed per SD-X12140 and for Class C defects on armor steel castings per Appendix B MIL-A-11356, SD-X12140 and applicable welding procedures.

C.12.3. Repair of vendor weldments on ferrous and non-ferrous metals shall be performed per applicable specifications or Contractor's approved repair procedures.

C.12.4. Welding Wrought Aluminum Armor shall be performed per Specification MIL-STD-1946 or, applicable, MIL-W-45206.

C.12.5. In the interest of eliminating redundant welding qualifications and/or procedure approvals for contractor personnel or suppliers, the Contractor is authorized to waive qualifications and /or procedures approvals otherwise required under this contract if its personnel or suppliers have been qualified or have procedure approvals under other DOD or Government approved welding specifications that meet or exceed the requirements under this contract. Qualified suppliers are those suppliers that have successfully passed Quality or First Article Testing under this Delivery Order or another Government contract where there has not been a break in production. If a supplier is performing to an equivalent or higher quality specification than that called out in this Delivery Order the contractor is authorized to waive the lower quality specification.

C.12.6. The contractor shall be responsible for all welding process approvals (procedures, samples, etc.) in accordance with the Contractor's approved Quality Program.

C.12.7. With regard to all welding specifications, visual weld inspection shall be performed in accordance with SD-X12140D.

C.12.8. Welding procedures that require Government approval by the applicable specification shall be approved instead by the Contractor.

C.12.9. Soldering shall be in accordance with either MIL-STD-2000A, TACOM soldering process specification 11655194, ANSI/J-STD-001A or other commercial soldering standards with the contractors approval.

C.12.10. With regard to all welding specifications and standards, the following statement applies:

If joint configuration, weld process, and materials have not changed then previously submitted and accepted ballistic test samples, workmanship specimens, and welder qualifications under the applicable qualification requirements of welding specifications SD-X12140, MIL-STD-1261 and MIL-W-45206 are applicable.

C.13. SCOPE OF WORK - Production of 19th to 25th Year Vehicles (Base Year)

C.13.1. M1A2 SEPv1 Inductions at ANAD

C.13.1.1. ANAD will receive vehicles in as-is, but complete condition, remove turrets & disassemble hulls and turrets, and clean the inducted vehicles. The Government will be responsible for providing missing parts. ANAD will inspect inducted vehicles and utilize established safety and environmental protection procedures. The contractor shall ship components (Attachment 004) [update to include new SEP Code F parts like TMS and DAHA) for refurbishment to the reclaim sites described in the contractor's GDLS workshare document. The GDLS/ANAD workshare agreements, in accordance with SEP Partnership Workshare, Rev H, dated 13 November, 2006, ANAD DOF 19-25 year, Rev BF, dated 6 November, 2006 (Continuously updated) are incorporated into this contract by reference. However, the AHU, VCSU and RMC shall be new for the 72 vehicles and refurbished for the 240 vehicles.

C.13.1.2. The Contractor shall add a new data plate.

C.13.2. Disassembly of M1A2 SEPv1s

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C.13.2.1 Disassembly: ANAD will disassemble the tank, and ANAD and the Contractor shall disassemble all components in accordance with the intent of accepted Government TMs, DMWRs and/or Contractor procedures.

C.13.2.2 Disposal: The Government will provide disposition instructions for all items removed from vehicles that are determined to be unusable using existing ANAD and Contractor disposal procedures. Packaging, crating, handling and shipping costs will be authorized in accordance with provisions B.4. and B.5. The Government will provide any required specialty containers required for such shipments. The Contractor shall dispose of scrap material IAW the applicable manufacturing operation/instruction sheet(s).

C.13.2.3 Parts Support (see also C.8 and H.11)

C.13.2.3.1 ANAD Down Parts Drop Out Factor (DOF) Material. GDLS shall provide and deliver to ANAD all new-material down parts necessary for ANAD to rebuild the components in ANADs workshare under this contract and the cost of this material is included in the contract price.

C.13.2.3.2 FEDERAL SUPPLY SYSTEM (FSS). The contractor may purchase with the approval of the M1A2 major-item manager, any needed CFM items from the Federal Supply System.

C.13.3 Refurbishment and Re-use.

C.13.3.1 ANAD will disassemble the vehicles and will remove all components, except for armor. ANAD and the Contractor shall disassemble components deemed reusable and shall clean, paint, modify as necessary, reassemble, inspect, and reinstall them. The components that ANAD will refurbish are indicated in the contractor's workshare listing document by "ANAD" in the "Reclaim Site" column.

C.13.3.2 GDAO will transport refurbished components that ANAD has refurbished to JSMC. GDAO will also transport other components (Attachment 004) requiring upgrade by the Contractor and its suppliers back to the appropriate facility. ANAD will inspect and refurbish the gun tubes on all inducted vehicles. GDAO will ship (but not store), engines and gun tubes to JSMC upon notification of completion from the ANAD shop supervisor.

C.13.4 Assembly of RESET SEpv2 Vehicles at JSMC

C.13.4.1. The Contractor shall assemble GFM components ("use-as-is (i.e., reclaimed-in-assembly) and refurbished) received from ANAD, contractor furnished material, both new and refurbished and Government Furnished Material (GFM), both new and refurbished, to RESET the inducted M1A2 SEpv1 tank into a like new M1A2 SEpv2 tank.

C.13.4.2 The Contractor shall also prep and load shipments of completed M1A2 SEpv2 tanks.

C.13.5. Government Furnished Material:

C.13.5.1 GFM for the 19th to 25th year vehicles is listed on Attachment 001. The Government shall provide all GFM to the contractor as needed to meet production requirements.

C.13.6 Parts Support

C.13.6.1 The contractor shall furnish all material (not provided by ANAD and GFM) needed by ANAD in accordance with ANAD's required delivery dates necessary to refurbish the pieces and components for which ANAD is responsible under the workshare agreement. Part requirements will be defined through the list of materials to be procured for Anniston Army Depot as referenced in Bills of Material 19th, 20th, 21st, 22nd, 23rd, 24th and 25th Years ANAD DOF 19-25th year, Rev BF. However, the Contractor is not required to provide any material for ANAD to either refurbish or replace GFM components, the cannon, the main gun mount assembly and any material quantity that exceeds the vehicle contract requirement. The contractor shall by sixty (60) days after contract award, provide ANAD a mutually agreeable delivery schedule identifying what parts and when they are required. 100% DOF CFM will be delivered on a monthly basis excluding Min/Max parts. CFM that is provided at less than 100% DOF will be delivered on an as needed basis as requested by the government.

C.13.6.2. Reserved.

C.13.6.3. In the event that any material provided to the Contractor by the Government is found to be unusable, it is Government's responsibility to replace/repair the unusable component.

C.13.6.4. The contractor is authorized to ship parts to and from ANAD under this and any other of the Delivery Orders under DAAE07-01-G-N001 and BOA W56HZV-06-G-0006 in a single shipment.

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C.13.6.5 ANAD Parts Report (CDRL A010): On a Weekly basis, GDLS shall identify the ANAD parts that are late or that required additional repair or rework during installation or during vehicle testing. The report shall be in two parts, Part 1 for parts that are late and Part 2 for parts that needed repair before using. The report shall identify the nomenclature of the part, the part number, and the JSMC department that needed the part. In addition for those parts that needed repair, the report shall identify an estimate of the time it took to repair the part.

C.13.6.5.1 The contractor shall maintain a record of all ANAD CFM (DOF material) identified in the negotiated Bill of Material (BOM) and used in this contract. The contractor shall continually track the inventory levels of each part number by contract and shall track by contract the cumulative number of each part number provided to ANAD. During the performance of this contract, the contractor shall provide the Government interim reports upon request (Government review of the files and or print out/snap shot in time of the inventory list). After the delivery of the final vehicle, the contractor shall prepare a final report by part number of the status of the ANAD CFM inventory. The contractor is not required to perform a physical inventory of ANAD CFM parts. The final report shall be provided in accordance with CDRL A009.

C.13.7 Inventory Control and Receipt of Code A and Code F Material and GFM at ANAD

C.13.7.1 Inventory Control at ANAD - The contractor shall maintain the Inventory Control System at ANAD for the material provided to ANAD by the contractor. The ICS shall be responsible for the receipt of material, storage, warehousing in a Government provided building and shall track the pick of issued material and distribution to ANAD. The Government shall provide 60,000 square feet in Building 136 plus an additional 90,000 square feet in accordance with the provisions in contract W56HZV-06-G-0006 Delivery Order 0001, clause H.24.

C.13.7.2 The Contractor shall receive Code A material from ANAD. The Contractor shall inventory it, store it, kit it, and ship it to JSMC Lima based on the Lima need schedule that the Contractor produces. Any schedule delays caused by late, missing, or defective ANAD material shall be resolved under clause H.11.

C.13.7.3 The Contractor shall receive Code F material from ANAD in accordance with the workshare agreement. The Contractor shall ship it to the necessary vendors for repair. Once repaired, the vendors will ship it to JSMC Lima, ANAD or designated location. Any schedule delays caused by late, missing, or defective ANAD material shall be resolved under clause H.11.

C.13.8. Shipping and Handling of GFM - The GFM scope, which will be delivered by truck, will be handled by the contractor. The contractor shall not house these items. The items will stay in the respective shops until ready for shipment. ANAD will notify the contractor when items are ready for shipment. The contractor shall coordinate/schedule a truck for shipment. ANAD will package and provide 1149 paperwork. The contractor shall coordinate the pick-up of the items ready for shipment at the shop, load the truck for shipment and prepare shipping documents.

C.13.8.1 The contractor shall ship the engine one-way to JSMC, ANAD will containerize the engine before handing over to the contractor.

C.13.8.2 The contractor shall ship the Transmission one-way to Allison (Indianapolis, IN), ANAD will put on skid before handing over to the contractor. (May be ANAD, but Allison right now)

C.13.8.3 The contractor shall ship the DECU one-way to Honeywell (Tucson, Arizona).

C.13.8.4 Reserved

C.13.8.5 The contractor shall ship the CITV Azimuth Drives one-way to Raytheon (McKinney, TX).

C.14 Pollution Prevention Plan and Environmental Requirements

C.14.1. The contractor's activities under this contract shall be in accordance with the Contractor's approved Pollution Prevention Plan, which is incorporated into this contract by reference.

C.15 Contract Data Requirements

The Contractor shall prepare technical data and financial reports in the format and scope specified and furnished with the Contract Data Requirements List, DD Form 1423 (Exhibit A). This information shall be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirement List. All data, including ECARDS data, is to be submitted electronically to the Government, reference FAR 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999, unless specifically directed otherwise in the data item.

C.16 RESERVED

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C.17 RESERVED

C.18 SOFTWARE LICENSING

C.18.1 The contractor shall be responsible for acquiring Production Software Licensing and any ancillary support equipment for all Abrams vehicles under this contract. The Government shall be given Government Purpose rights. The term ancillary support equipment includes, but is not limited to, training equipment, test equipment, and software loader/verifiers. Licenses are to be purchased from BAE System (1) and Seaweed (3).

C.19 TOTAL PACKAGE FIELDING (TPF) Material

C.19.1 TPF Items. The contractor shall provide the following Total Package Fielding (TPF) material items: CFM Authorized Stockage List (ASL) and Prescribed Load List (PLL) items (Attachment 007). The contractor is authorized, to buy items for the above from the USG supply system.

C.19.4 The contractor shall deliver the TPF items covered under C.19.1 to the TPF warehouse at Ft. Hood Texas IAW the contract delivery schedule in Section F.

C.19.5 Reserved.

C.19.6 If the contractor elects to order from the Government supply system, he shall submit A0A transactions to the wholesale supply system through DAMES to initiate requisitions for the materiel from government sources. The contractor shall monitor TPF material delivery status and shall provide the USG access to TPF material status reports.

C.19.7 Reserved

C.19.8 All ASL CFM that the contractor is to provide as required by Attachment 007 Part A shall be of the same configuration as that being incorporated into production vehicles under this contract.

C.20 RESERVED for DISPOSAL OF BATTLE-DAMAGED TANK DU ARMOR PACKAGES REMOVED FROM JSMC

C.21 RESERVED - BATTLE-DAMAGE REPAIR

C.22 FSS PARTS ORDERING PROCESS - CONTRACTOR

C.22.1 For Federal Supply System (FSS) parts, the contractor (GDLS-Shelby) shall input requisitions incrementally through the Army Electronic Product Support system (AEPS). The Government point of contact for the resolution of any requisitioning issues is Spencer Sims, 586-574-7921, spencer.sims@us.army.mil. The Government representatives, Susan Raymond, 586-574-7396,susan.raymond1@us.army.mil or Bob Main, 586-574-6546, robert.main@us.army.mil, will investigate parts that backorder.

C.22.2 The contractor is authorized to requisition the following parts from the Federal Supply System:

<u>Name</u>	<u>Part Number</u>	<u>NSN</u>
a. Road Arm	12489448	2530015319538
b. Road Arm	12473347	2530015319542
c. Road Arm	12473351	2530015319543
d. Road Arm	12473353	2530015319545
e. Road Arm	12489452	2530015320187
f. Road Arm	12489450	2530015339159

C.22.3. The contractor shall submit a report in contractor format of FSS material received in accordance with CDRL A012.

C.23 The contractor shall install the MWOs parts for 72 each vehicles specified on Attachment 001 Part IV and Attachment 001 Part V for 240 each vehicles.

C.24 LIMITED TECHNICAL INSPECTION - 13 BATTLE DAMAGED TANKS AT ANNISTON ARMY DEPOT

C.24.1 A limited technical assessment on thirteen (13) each Battle Damage (BD) SEPv1 tanks located at ANAD will be conducted by a joint team of ANAD and Contractor personnel. This inspection is directed by PM Heavy Combat Brigade Team (HBCT)/TACOM, and logistical arrangements will be made by ANAD. The Contractor shall contact ANAD in advance to schedule mutually agreed start and end dates. The

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assessment will provide current configuration and condition of each vehicle using the GDLS/Government coordinated checklist.

C.24.2 The Contractor shall send a two (2) person team to ANAD for a one (1) week period to perform the joint inspection. The Contractor team shall consist of a FSR and a JSMC turret expert familiar with armor to assist ANAD during these inspections. The Contractor is not responsible for additional time/effort if the vehicles are not available and/or accessible for inspections.

C.24.3 The Contractor team is authorized to use the inspection equipment (safety clothing, boots, and tools) that was procured under the Abrams STS Contract to perform this joint inspection effort.

C.24.4 The Contractor shall submit a consolidated Vehicle Inspection Report electronically to Ms. Rose Ketchum (Rose.Ketchum@us.army.mil) within fifteen (15) calendar days after completion of the last vehicle inspection. The report shall be by tank serial number in contractor format, with missing or damaged parts listed.

*** END OF NARRATIVE C 0001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit B	SEP V2 (SEP WITH CEEP) LRU CONFIGURATION	30-SEP-2006	001	

EXHIBIT B - SEP WITH CEEP LRU CONFIGURATION:

ENGINEERING RELEASE RECORD
ERR GDLU9380 dated 17 Jan 2006

THE FOLLOWING ECP'S ARE ADDED TO THE CONFIGURATION:

L2T1017	Bustle Rack Extension
GDLU9429	Abrams Hubcap Replacement
GDLU9481	J-Plate Stiffener
GDLU9471	DAGR Integration

THE FOLLOWING ECPs WILL BE APPLIED ONLY TO COVER DROP OUTS:

GDLT8970	Hydraulic Reservoir
L9T1009	Knee Switch Lever Reinforcement

THE FOLLOWING EXCEPTIONS APPLY TO ECPs included in ERR GDLU9380 dated 17 Jan 2006: